

MORTGAGE RECORD NO. 55.

Recorded July 27 - 1917
Specie Dubuque
Notary Public
C. H. Brown
The mortgage is to be released and the money is to be paid to the lender by the mortgagor on the 27th day of July, A. D. 1917.
The mortgage is to be released and the money is to be paid to the lender by the mortgagor on the 27th day of July, A. D. 1917.

This Indenture, Made this 29th day of April in the year of our Lord 1916, between Fred J. McKinney & Millie McKinney his wife of the County of Douglas and State of Kansas, of the first part, and E. H. Brown of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Six hundred and thirty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have or sold, and by these presents do grant, bargain, sell and mortgage to the said part y of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit:

Commencing at the Northeast corner of the Southeast Quarter of Section Twenty-eight (28) Township Thirteen (13), Range Eighteen (18), thence South Forty-two (42) rods, thence East Thirteen (13) rods, thence South Eighty-five (85) rods, thence East Ninety-six (96) rods, thence North One hundred twenty-seven (127) rods, thence West One hundred nine (109) rods to the place of beginning, containing Eighty acres more or less

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owner J of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

This Grant is intended as a Mortgage to secure the payment of the sum of Six hundred thirty Dollars according to the terms of One certain note this day executed and delivered by the said parties of the first part to the said part y of the second part due one year from March first, with interest from March 1st 1916 payable at Poplar State Bank, Lawrence, Kansas and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part y of the second part, his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of Fred J. McKinney (SEAL) Millie McKinney (SEAL)

STATE OF KANSAS, } ss. Douglas County }
BE IT REMEMBERED, That on this 29th day of April A. D. 1916, before me, Thomas Harley a Notary Public in and for said County and State, came Fred J. McKinney and Millie McKinney his wife to me personally known to be the same person J who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires September 19 1918 Thomas Harley Notary Public.

Filed for Record the 29th day of Apr A. D. 1916 at 3 45 o'clock P.M.
Gloyd L. Lawrence Register of Deeds.
E. E. Hefel Deputy.